

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda
CASE OF (Swadesh Kumar Bal vs Life Insurance Corporation of India.)
COMPLAINT REF: NO: BHU-L-029-2122-0044
AWARD NO: BHU-L-2021-2022-216

1.	Name & Address of the Complainant	Swadesh Kumar Bal. Qr. No. DF- 2/2, Phandi chhaka At-Po-Burla, Dt. Sambalpur, 768017
2.	Policy No: Type of Policy Duration of policy/Policy period	592142771 Life 14.02.2009
3.	Name of the insured Name of the policyholder	Swadesh Kumar Bal. -do-
4.	Name of the insurer	Life Insurance Corporation Of India
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	27.04.2021.
8.	Nature of complaint	Non settlement of Maturity claim.
9.	Amount of Claim	90851/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Full Sum Assured + Loyalty Addition
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	07.07.2021/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Swadesh Kumar Bal
	b) For the insurer	Mr. Sanatan Dora Manager (CRM), Life Insurance, Sambalpur.
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	07.07.2021

17. Swadesh Kumar Bal (herein after referred to as the complainant) had filed a complaint against Life Insurance corporation of India (herein after referred to as the respondent Insurance company) alleging less payment of Maturity claim against policy No. 592142771 for deduction of gap premiums without any prior intimation and payment of less amount of maturity claim as shown in the discharge voucher of maturity claim.

18) Cause of complaint:

Complainant's argument: Swadesh Kumar Bal complained that Policy No. 592142771 was matured for payment on 14.02.2019. Mr. Bal submitted all documents with a discharge voucher showing a gap of 18 Monthly SSS premiums and a net maturity claim of Rs3,19,023 but an amount of Rs 2,28,172 was credited to his bank

account by NEFT with a short fall of Rs 44,915 after deducting gap premium of Rs 45936. The aggrieved customer complained that the gaps in premium was not intimated to him nor the Pay authority was also intimated about the same. If the gap would have been intimated, the amount could have been deposited by the customer in Life Insurance Corporation. Mr Swadesh Kumar Bal incurred a heavy loss for the non intimation of premium gaps by the Insurer.

Insurer's Argument:- The Insurer argues that for a gap of 18 monthly premiums, the Maturity Sum assured was reduced to Paid up value and the bonus amount was also reduced accordingly. However, the Insurer has rechecked the calculation of the maturity claim and an amount of Rs14,484 will be paid towards maturity claim on the basis of alternative calculation and has called for a Discharge Voucher from the policy holder on 29.04.2021. As per the Letter of Authorisation for deduction of monthly premium, it is clearly mentioned that the policy holder will be responsible for arrangements of remittance of monthly premiums directly to the corporation. The customer has also another 3-4 policies with gaps for the same period and the customer has deposited the said gap premiums in LIC office directly but Mr. Bal did not deposit the gap premia of this policy No. 592142771. Now, the maturity claim has been paid as per rules of the corporation. Hence, the case may be considered appropriately.

19. Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against less payment of maturity claim of the Insurance policy.

20. The following documents were placed for perusal.

a) Photo copies of policy documents.

b) Photo copy of representation to Insurer and its reply.

21)Result of hearing with both parties (Observations & Conclusion)-On perusal of all the papers submitted and the submissions made by both the parties, it was found that the monthly Salary savings Scheme premiums were not deducted from the salary of the complainant for 16 months as specified by the Insurer. The said gaps in the policy were also admitted by the complainant. Accordingly, the Insurer had settled the maturity claim of the policy taking the said 16 gap premiums into account. So, the full Sum Assured and the Full Loyalty Addition were not paid in the maturity claim.

However, the Insurer has recalculated the maturity claim under two conditions and decided to pay the higher amount. A difference of Rs14,484.00 will be paid to the complainant which was already intimated to the customer.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Ombudsman directs the Insurer to make the payment of difference in maturity value with interest from the date of maturity claim.

The complaint is treated as allowed accordingly.

provisions of

Insurance Ombudsman Rules, 2017:

- a. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- b. As per rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date, the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman

- c. As per rule 17 (8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 7th Day of July, 2021.

(SHRI SURESH CHANDRA PANDA)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda
CASE OF (Bipin Kumar Pattnaik vs Life Insurance Corporation of India.)
COMPLAINT REF: NO: BHU-L-029-2122-0058
AWARD NO: BHU-L-2021-2022-217

1.	Name & Address of the Complainant	Bipin Kumar Pattnaik. In front of NAC Market Complex. PO-Hirakud, Dt. Sambalpur. 756039
2.	Policy No: Type of Policy Duration of policy/Policy period	593467158 Life 06.10.2008
3.	Name of the insured Name of the policyholder	Bipin Kumar Pattnaik. -do-
4.	Name of the insurer	Life Insurance Corpn. Of India
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	27.04.2021.
8.	Nature of complaint	Less payment of Maturity claim.
9.	Amount of Claim	Not mentioned
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Not mentioned
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	07.07.2021/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Bipin Kumar Pattnaik

	b) For the insurer	Mr. Sanatan Dora, Manager, CRM, Life Insurance, Sambalpur
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	07.07.2021

17. Bipin Kumar Pattnaik (herein after referred to as the complainant) had filed a complaint against Life Insurance corporation of India (herein after referred to as the respondent Insurance company) alleging less payment of Maturity claim against policy No. 593467158.

18) Cause of complaint:

Complainant's argument: Bipin Kumar Pattnaik complained of less payment of Maturity claim by the Insurer against policy no. 593467158. The policy matured for payment on 06.10.2020. The complainant had deposited Rs36,024 in a term of 12 years. The customer received Rs 37,150 as maturity claim after 12 years with Loyalty Addition of Rs 1126. Necessary steps may be initiated by the Ombudsman for the appropriate amount.

Insurer's Argument-: The Insurer argues that the maturity claim of the policy no. 593467158 was settled for Rs 27017.00 as per rules, being approved by IRDAI. Jeevan Saral is a highrisk plan with a Death Cover of 250 times of monthly premium paid. But the Maturity Sum Assured is specified in the policy bond and correct amount of maturity claim has been paid with Maturity Sum Assured and Loyalty Addition of Rs 27018.00 and Rs 10132 respectively.

Hence, the case may please be dismissed.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against less payment of Maturity claim.

20) The following documents were placed for perusal.

a) Photo copies of policy documents.

b) Photo copy of representation to Insurer and its reply.

21)Result of hearing with both parties (Observations & Conclusion)- On perusal of all the papers, documents submitted and submissions made by both the parties, it was found that the Jeevan Saral plan sold by LIC had one Maturity Sum Assured and one Death Sum Assured which was approved by IRDAI. This is also clearly mentioned in the original policy bond submitted to the customer. In this policy Maturity Sum Assured of 27017 and Loyalty addition of 10,132 were paid to the customer as per rules of the Insurer. During the course of hearing, the complainant admitted the payment of maturity claim as stated by the Insurer. Hence, the Forum opines that the Insurer has correctly paid the maturity claim to the customer as per rules and the complaint is treated as dismissed.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.

Dated at Bhubaneswar on 7th Day of July, 2021.

(SHRI SURESH CHANDRA PANDA)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1) / 17 of INSURANCE OMBUDSMAN RULES,2017)

Ombudsman - VINAY SAH

Case of Mr.Anil Ballal v/s Life Insurance Corporation of India

Complaint No: PUN-L-029-2021-0442

Award No: IO/PUN/A/LI/ /2021-2022

1.	Name & Address of Complainant	Mr.Anil Ballal, Pune
2.	Policy No. & Type of Policy	616723972 Jeevan Saral Plan
3.	Plan / Term / PPT	165 / 11 / 11
4.	Dt. Of Comm / Premium / Mode	28.01.2012 Rs.48040/- Yly
5.	Maturity Sum Assured / Death Sum Assured / Accident Benefit SA	Rs.157960/- Rs.1000000/- Rs.1000000/-
6.	Nature of complaint	Dissatisfied with maturity sum assured corrections
7.	Relief sought	MSA 10Lacs or Refund of premium with interest.
8.	Respondent Insurer	LIC of India
9.	Date of Complaint to RI Date of Refusal by RI	09.12.2020 10.12.2020
10.	Date of receipt of the complaint to OIO	22.01.2021

- An online hearing was held on **29.06.2021** through video conferencing. The same was attended by Mr.Anil Ballal and Mrs. Kavita Kamble the representative of LIC of India, the Respondent insurer (herein after referred to as RI).
- The complainant was issued a policy under Jeevan Saral having printed maturity benefits of Rs.1000000/- with Date of Commencement as 28.01.2012.
- The complainant had paid yearly premium of Rs.48040/- for the past 9 years amounting to a total of Rs.432360/-.
- On 10.09.2020, the RI issued a letter to the complainant saying that there was a typographical error in the policy document and MSA is Rs.157960/- payable on 28.01.2023.
- The complainant has concluded that after paying two more premiums of Rs.48040/-, the total premium would add up to Rs.528440/- against which he would get a maturity benefit of Rs.157960/- plus some loyalty incentive.
- The complainant has stated that he had purchased the policy at the age of 59 years and has been paying the premium out of his pension. He was under the impression that by January 2023, he would get Rs.1000000/- as indicated in the policy document.
- But, to his surprise, the complainant received a letter from the RI after eight years that a typographical error had been committed by them.
- The complainant has expressed that he would not have purchased the policy with a high premium for a MSA of Rs.157960/-.
- The complainant has solicited justice from the Forum. He has demanded that the RI should either maintain the MSA as Rs.10 lacs as indicated in the policy document **or** he should be refunded the total premium amount of Rs.432360/- paid by him so that the policy would be treated as terminated prematurely. He has also demanded an interest of 12% per annum for the premium amount paid by him, starting from the first premium paid.
- The complainant is now aged 68 years and expects justice from the Forum.

The RI has contended in their SCN dated 02.02.2021 and during the hearing, that:

- Original policy bond under the plan Jeevan Saral was sent to the policy holder in January 2012. The document had no mention of maturity assured sum but only death and accident sum assured of Rs.1000000/-.
- The details regarding Maturity Sum Assured was sent to the policy holder vide letter dated 10.09.2020 stating that maturity sum assured under the policy is Rs.157960.
- The complainant is seeking for the termination of policy with refund of all premiums paid.
- Whereas, the RI has stated that they have clarified regarding the following features vide their mail dated 19.12.2020.
- LIC's Jeevan Saral plan being very unique plan, with very high death cover benefit, gives the policy holder right to decide the amount of premium payable per month and based on the unit amount, the death sum assured and maturity sum assured are decided.
- Under this plan, death cover is 250 times of the basic monthly premium and hence, not related to age at entry or policy term.
- Maturity sum assured is defined taking into account age at entry and term of policy.
- For the yearly premium of Rs.48040/-, Death cover of Rs.10 lacs is being provided for the policy term of 11 years. For the 11 years period at the rate of Rs.48040/-, the policy holder will be paying a total premium of Rs.528440/- and whereas the death cover is given for Rs.10 lacs.
- The yearly premium of Rs.48040/- includes Accidental Benefit premium of Rs.1000/- . It also includes Double Accident Benefit of Rs.1000000 in case of death by accident till the end of 11 years term.
- During the hearing the RI informed that the typographical error had occurred in many policies issued under the plan all over India and the same was rectified when the mistake was realised.
- The current policy has not yet acquired loyalty

The Forum is of the opinion that a layman cannot be expected to understand the difference between Maturity Sum Assured (MSA) and Death Sum Assured (DSA). The policy holder relies on the details mentioned in the policy schedule where in the current case it is mentioned that the Maturity Sum assured is Rs.1000000/-.

The RI has contended that they have clarified the matter of MSA vide their letter dated 19.12.2020.

It is to be noted that the coverage, terms, conditions and exceptions expressly mentioned and incorporated in the policy documents, form the basis of insurance contract and are binding on both the parties to the contract. Insurance company has no right to alter policy terms without the knowledge and consent of the insured person. Under the subject case LIC of India have changed the amount of maturity unilaterally, which is not justified. Besides, **eight years** a bit too long a span to clarify such a vital detail, on which the policyholder's decision to invest is based.

As per the free look clause the complainant has an option to cancel the policy within 15 days from receipt of policy document if he is not agreeable to any of the terms and conditions of the policy.

The Forum further opines that if the typographical error had been intimated earlier to the complainant then maybe he would not have opted for the product and approached the RI for cancellation of the policy and refund of premium immediately.

The Forum acknowledges that the subject plan is unique and offers high risk cover but it is a known fact that, although insurance policies are meant for life cover, a policy holder views it as an investment product and has an inclination to invest in policies where the maturity benefits are substantial.

The Forum also feels that as the policy has run for 9 years now and that during this time Life Assured was covered for insurance, and now Forum is inclined to pass an award for refund, interest on the amount of premium is not being considered.

Award follows:

AWARD

Taking in to account the facts and circumstances of the case and submission made by both the parties, the Respondent Company is directed to cancel the policy bearing no.616723972 and refund the total amount of premium to the complainant.

RI has to comply with the award pertaining to applicable refundable premium amount, within 30 days of receiving this award, failing which it will attract an interest @ of 2% above bank rate from the date of rejection to the date of actual payment. For Bank rate, refer IRDAI (Protection of Policyholders' Interests) Regulations, 2017, clause no.4 (3). *In current case, bank rate to be reckoned as declared by RBI at the beginning of current financial year.*

Hence the complaint is allowed.

Place: Pune

Date: 22.07.2021

VINAY SAH
INSURANCE OMBUDSMAN, PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16 (1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN - VINAY SAH
Case of Mr Balu Mandhare V/S Reliance Nippon Life Ins.Co.
Complaint No: PUN-L-036-2021-0366
Award No:IO/PUN/A/LI/ /2021 -2022

1.	Name & Address of the Complainant:	Mr Balu Mandhare, Pune
2.	Policy No DOC Premium Mode	18110848 20.11.2010 Rs.30000/- Yly
3.	Name of the Prop/LA	Mr Balu Mandhare
4.	Name of Intermediary	Vighnaharta Insurance Broker
5.	Name of the Insurer:	Reliance Nippon Life Insurance Co.Ltd
6.	Nature of complaint:	Dissatisfied with Maturity Benefit
7.	Relief sought:	Premium paid plus bonus
8.	Date of complaint	03.12.2020
9.	Date of Refusal by RI	04.12.2020
10.	Date of receipt of the Complaint at OIO:	23.12.2020

An online hearing was held on **21.06.2021** through video conferencing where Mr Balu Mandhare (hereinafter referred to as the complainant) and Ms.Anubha Gupta, the representative of Reliance Nippon Life Ins. Co. Ltd.(hereinafter referred to as the RI- Respondent Insurer), reiterated their earlier submissions.

- The Complainant has stated that he had purchased a policy from the RI on 20.11.2010 which matured on 20.11.2020.

- The complainant has paid a total premium of around Rs.3 lacs in ten years @ of Rs.30000/- per annum.
- The complainant received two survival benefit payments of Rs.67424.93 each in the years 2014 and 2017 and maturity benefit of Rs.134783/- in the year 2020.
- The complainant is dissatisfied with the payout as the total amount he has invested is Rs.300000/- whereas he has got a total payout of Rs.269633/- which is lesser than the total premium paid by him.
- The complainant has asked for the balance amount viz. the total premium paid by him along with the bonus less the amount already received by him, which in his opinion payable to him.
- Hence, he has approached the Forum for redressal.
- The RI in their SCN and during the hearing, contended that:
- The policy document along with a copy of proposal form and other documents were duly dispatched and delivered. Further, it is submitted that the Customer was in receipt of the Policy Document and the receipt of the same has not been disputed by the Complainant.
- Further, on the RI's internal findings based on the concerns raised by the complainant, it was found that there were no tampering or signature forgeries on the proposal forms duly signed by the complainant on the basis of which the subject policy was issued.
- Further with regard to the calculations towards the Survival and Maturity Benefit, the same are herein below:
SB Nov '14, Payout chq # 186583 of an amt Rs 67424.93 dated 20. Nov.2014 is dispatched via BLUE DART vide POD 3312 encashed on 24-11-2014 SB Nov '17, AMT – Rs 67425, ONLINE TRF to BANK OF INDIA account no 050012110000502 HDFC NEFT Ref no - N326170414796572 Dated - 21/11/2017
Maturity Benefit NOVEMBER '20, Payout chq # 419614 of an amt – Rs 134783.67 Chq dt – 21.11.2020 is dispatched via REGISTER POST vide POD RM632485298IN ON 25.11.2020 encashed on 04/12/2020.
- Last Survival Benefit payment paid along with Maturity Benefit payment in 2020, Revisionary Bonus received Rs.50164.22.
- The complainant is a 66 years old and has been covered continuously for 10 years.
- It is pertinent to mention herein that the complainant has received more than he has paid viz. Premium paid Rs.302631/- and total amount received by the complainant is Rs.319797.53.

The Forum observes that the RI has made the payouts as per the terms and conditions of the policy contract. Also RI has given the details and breakup of the total benefit amount paid to the complainant and as such the complaint is not tenable.

Award follows:

AWARD

Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum does not find substance in the complaint.

Hence, the complaint is dismissed.

Dated at Pune, on this day 29th day of July 2021.

**VINAY SAH
INSURANCE OMBUDSMAN
PUNE**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
 (STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
 UNDER SECTION 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES-2017
OMBUDSMAN–VINAY SAH
CASE OF Mr.Dinesh Wairagade V/S Life Insurance Corporation of India.
COMPLAINT NO: PUN-L-029-2021-0457
Award No IO/PUN/A/LI/ /2021-22

1	Name & Address Of Complainant	Mr.Dinesh Wairagade, Nagpur
2	Policy No. / Type of Policy	974127371 Endowment plan
3	Dt. of Comm./ Prem / Mode/Term	01.04.2003 Rs.8171/- Yly 17-17
4	Name of Proposer/ LA	Mr.Dinesh Wairagade
5	Name of Insurer	Life Insurance Corporation of India
6	Nature of Complainant	Inadequate maturity benefit received
7	Dt of receipt of complaint to OIO	18.01.2021
8	Reason for Rejection	Maturity benefit settled as per terms and conditions of policy

During the online hearing held through video conference on **16.07.2021**, Mr.Dinesh Wairagade (hereafter referred to as the complainant) and Mr.Laxmiprasad Deshpande, representative of LIC of India (hereafter referred to as the RI- Respondent Insurer) reiterated their earlier submissions.

- The complainant has stated that he had purchased the subject policy from the RI in the year 2003 and had paid regular premiums for 17 years as per the schedule of the policy amounting to a total of around Rs.140000/-
- The policy matured in April 2020 and the complainant received an amount of Rs.176400/- against the maturity benefit.
- The complainant is of the opinion that the maturity benefit is meager compared the number of years and the premium amount invested by him.
- The complainant has approached the Forum with an appeal to settle his claim suitably along with refund of the excess premium paid by him and interest thereon.

The RI, in its SCN and during the hearing, has contended that:

- The complainant had availed LIC policy no.974127371 and the same matured in 04.2020
- The RI denied having received any premiums in excess after maturity of the policy.
- The RI has settled the maturity benefit correctly in accordance with the terms and conditions of the policy.

The details are as given below:

Sum Assured : Rs.100000/-

Vested Bonus : Rs. 70200/-

Interim Bonus : Rs. 4200/-

Final Add.Bonus : Rs. 2000/-

Total Rs.176400/-

During the hearing the representative of RI explained regarding the calculation as to how the maturity benefit had been arrived at but he claimed that he did not understand Sum assured, etc., he only understood the bonus details

The Forum observes that the complainant has paid the premiums regularly and was expecting higher returns on his investment but the complainant has overlooked the fact that his life had been fully covered to the extent of the sum assured and acquired benefits for the period he has paid premiums.

The investment in insurance policy cannot be compared to other investment products in respect of returns, as other investments do not necessarily include death risk cover. Forum also observes that from the "Premium History Report" submitted by RI to Forum, no excess premium is paid by the complainant and so the complaint regarding refund of excess premium with interest is not tenable.

The forum opines that the RI has rightly settled the maturity benefit under the policy as per terms and conditions of the policy contract and there is no deviation.

Award follows:

AWARD

Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum does not find it possible to accede to the request of the complainant to revise the maturity amounts under the policy no.974127371.

As such the complaint is dismissed.

Dated at Pune, on this 27th day of July 2021.

**VINAY SAH
INSURANCE OMBUDSMAN, PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDERRULENO.16/17OFTHEINSURANCEOMBUDSMANRULES,2017)**

Ombudsman Name: P.K. RATH

CASEOFCOMPLAINANT– MR. SASANKA SEKHAR MISRA

VS

RESPONDENT: ICICI PRUDENTIAL LIFE INS. CO. LTD.

COMPLAINT REF: NO: KOL-L-021-2122-0178

AWARD NO:IO/KOL/A/LI/0269/2021-2022

1.	Name &Address of The Complainant	Sasanka Sekhar Misra Bhupatinagar, PO - Tengunia, PS - Contai, East Medinipur - 721 401.
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2.	Type Of Policy: Life / Health / General :LIFE							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	14969982				15.02.2011	50000	10	10
3.	Name of insured			MR. SASANKA SEKHAR MISRA				
4.	Name of the insurer			ICICI PRUDENTIAL LIFE INS. CO. LTD.				
5.	Date of receipt of the Complaint			07-JUNE-2021				
6.	Nature of Complaint			Maturity Value received under the policy but far less than the amount assured.				
7.	Amount of Claim			0.00				
8.	Date of Partial Settlement							
9.	Amount of relief sought							
10.	Complaint registered under Insurance Ombudsman Rules 2017			13-1(c)				
11.	Date of hearing			23-JULY-2021				
	Place of hearing			Kolkata				
12.	Representation at the hearing							
	a)For the Complainant			MR. SASANKA SEKHAR MISRA				
	b)For the Insurer			SAHIN SHAIKH / NITU SINGH				
13.	Complaint how disposed			By conducting online hearing				
14.	Date of Award			26-JULY-2021				

Brief Facts of the Case:

1. Complainant took one ULIP Single premium policy on 15.02.2011 with premium 50,000/-, term 10 years after being convinced that on maturity the value will be 2.5 lacs. But on maturity he actually got Rs. 56,021.70 only. Being dissatisfied lodged complaint to the insurer on 29.04.2021 to compensate the loss but no response received from the insurer.

2. As per terms and conditions of the policy maturity value is payable under the policy is fund value as on the date of maturity along with loyalty addition.

3. As per SCN received from the insurer, they have denied all the allegations and urged for dismiss of the case as the Maturity Value as per terms and conditions of the policy has already been paid in time.

Contention of the complainant:

The complainant alleged that he took one ULIP policy on 15.02.2011 for premium of Rs. 50,000/- and policy term was 10 years, after being convinced that maturity value will be 2.5 lacs. But on maturity he received for Rs. 56,021.70 only. Lodged complaint to the insurer to compensate the loss but no response received from the insurer.

Being aggrieved appealed before this office for redress of the case.

Contention of the Respondent:

As per SCN received from the insurer, they have denied all the allegations and termed as false, baseless and devoid of any merits and should be dismissed on the following grounds :

1. Policy issued on the basis of signed proposal forms and receiving of full requirements.
2. Policy bond along with other relevant papers sent to the life assured and delivered in time.
3. Attended verification call and agreed to issue of the policy after convinced with terms and conditions of the policy.
4. No complaint lodged even during the free look period of the policy and first complaint lodged on 29.04.2021 for cancellation of policy which is well beyond free look period.
5. Policy has already been matured and maturity payment has been made as per terms and conditions of the policy for Rs.56,021.70. so nothing more is payable under the policy.

Observation and conclusions:

It is observed that the complainant took one ULIP policy on 15.02.2011 and received maturity value on 16.02.2021 for Rs. 56,021.70. Atulit you value payable under the policy is Total Fund Value along with Loyalty Addition. Accordingly as Fund Statement it is evident that the insurer paid necessary Total Fund Value along with Loyalty Addition after deduction of necessary charges as per terms and conditions of the policy and found correct. So, nothing more is payable under the policy.

AWARD

Taking into account the facts and circumstances of the case, the submission made by both the parties present during the course of hearing and after going through all the relevant documents on record, it is observed that the ULIP policy issued with date of commencement 15.02.2011 and the policy matured on 15.02.2021. Maturity value paid under the policy for Rs. 56,021.70 on 16.02.2021, as per terms and conditions of the policy. In view of the above facts, I am of opinion that Maturity Value paid correctly, as per terms and conditions of the policy and nothing more is payable.

Hence, the complaint is dismissed without any relief to the complainant.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata on 26th Day of July, 2021

SHRI P K RATH

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)

(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name: P.K. RATH

CASE OF COMPLAINANT – Kripa Sindhu Biswas

VS

RESPONDENT: LIC of India

COMPLAINT REF: NO: KOL-L-029-2122-0016

AWARD NO: IO/KOL/A/LI/0243/2021-2022

1.	Name & Address of The Complainant	Kripa Sindhu Biswas Ward no. 0011, Sarkarpara, Rajib Pally, Gobardanga (M), North 24 Pgs - 743 252.							
2.	Type of Policy: Life Policy Details:								
		Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		425810628	100000	15.11.2006	15.11.2018	15.11.2006	6039	12/YLY	12
3.	Name of insured	Kripa Sindhu Biswas							
4.	Name of the insurer	LIC of India							
5.	Date of receipt of the Complaint	07.04.2021							
6.	Nature of Complaint	Non receipt of Maturity Value							
7.	Amount of Claim	0.00							
8.	Date of Partial Settlement	NIL							
9.	Amount of relief sought	0.00							
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f) Policy servicing related grievances against insurers and their agents and intermediaries							
11.	Date of hearing Place of hearing	08.07.2021 Kolkata							
12.	Representation at the hearing								
	a) For the Complainant	Kripa Sindhu Biswas							
	b) For the Insurer	Goutam Bishnu							
13.	Complaint how disposed	By conducting online hearing							
14.	Date of Award	26.07.2021							

Brief Facts of the Case:

The Complainant, Mr. Kripa Sindhu Biswas purchased one policy on 15.11.2006 with policy term 12 years and paying term 12 years.

The policy matured on 15.11.2018.

The complainant alleges that he did not receive any amount as Maturity value. He also confirms that he received the Survival Benefit payment twice @ Rs.15000/- on due date.

The complainant wrote a letter requesting to refund of Maturity amount to servicing branch office of the Insurance Company on 04.03.2021.

Without getting any response from the Insurer, he approached this office on 07.04.2021.

Contention of the complainant:

The complainant mentions that,

1. He wants the payment of maturity value Rs.51268.00
2. He also complained regarding wastage of time.

Contention of the Respondent:

The Insurance Company stated in their Self-Contained Note, that

1. The amount of Rs.51268.00 paid as Maturity value on 16.11.2018 and utilized for ploughing back at the servicing branch office, Habra.
2. The Chief Manager of the Branch office informed that the policy holder had willingly given his consent towards purchasing of the policy and signed the proposal form without any pressure from any concern. The policy bond was duly handed over to the complainant.
3. The agent informed that the complainant signed two proposal forms simultaneously.
 - A) Policy no. 404238492, Single premium Rs.1015416.00 for which a cheque amounting Rs. 1061110.00 was deposited on 18.08.2018. This instrument got dishonoured on 21.08.2018 for the reason **Refer to Drawer**. The complainant did not make any fresh payment towards such unpaid first premium, payable, as a result of getting the instrument dishonoured. According to the statement of the agent, the policyholder had taken **Financial Help** from him, before issuing the instrument and then requested the Banker to dishonour the cheque.
 - B) Policy no. 404781713, with yearly premium of Rs.49130.00 commenced on 19.11.2018 using the Maturity proceeds payable under policy no. 425810628(the policy in question). Again, as per agent's statement, the complainant asked for financial help and without getting the same, he lodged complaint to the Branch office and then to the Legal Authority of Barasat Sadar, Distt. 24-Prganas, North and then Office of the Insurance Ombudsman.
4. The signature of the complainant in the proposal forms are annexed with the SCN and found identical. Hence, there is no question of signature forgery by the Branch Authority or the agent.
5. The new policy purchased by the complainant could have been cancelled within 15 days from the receipt of the policy bond, but he did not use this facility of cooling off. Moreover, as it was not his first insurance policy, ignorance to the law of insurance regarding cooling off benefit could not be established.
6. The complainant also had gone to the District Legal Service Authority, in the month of January, 2021 for redressal of grievances in this regard. But the case was dismissed without giving any relief to the complainant. It implies that the Legal Service Authority found no fault on the part of the agent. The Authority could judge that the policy was purchased in the name of the complainant and there was ample scope before the complainant to discontinue the policy and get the amount back from the insurer. But the complainant did not do it for some reason. He waited for a couple of time and then raised his objection regarding mis-selling of the policy without his knowledge and signature which is completely baseless.

7. There are some high value single premium policies done under guidance of the agent which were purchased by the father, brothers and sisters of the complainant. So, it is clear that the agent did not perform any wrong with his profession before.
8. The complainant seems to derive more, other than the legal benefits available under the policy.
9. At this moment, cooling off action cannot be taken as per provisions of the policy contract.
10. The amount of Rs.49130/- adjusted towards First Premium will be forfeited. So, the complainant may revive the policy and continue it for 5 years and get the surrender value with Bonus.
11. In the view of the above statements, the Insurance Company requested the Hon'ble Ombudsman to dismiss the case without any relief to the complainant.

Observation and conclusions:

1. The policies were sourced through one individual agent.
2. One Notice for hearing a case, from the District Legal Service Authority dated 10.04.2020 against the agent vs. the complainant has been submitted by the Insurer as annexure to this complaint.
3. No separate **CONSENT LETTER** of the complainant for **plough back** from the Maturity amount is found in the submission, except one declaration from the Chief Manager that the complainant with consent and willingly signed the proposal form without any pressure from any concern. It has also been stated in that declaration that the policy bond has been delivered to him in time.
4. Both the parties attended the on-line hearing on 08.07.2021 and reiterated the same arguments found in the case history and Self-Contained Note.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the Complainant approached to the Insurer with complaint of policy servicing related grievances against insurer and their agents and intermediaries along with non-receipt of Maturity Value and recycling that amount towards a new policy without his consent.

Life Ins. Corporation of India is directed to cancel the policy no.404781713 from inception and refund the amount of maturity value payable under policy no. 425810628, to the complainant, Mr. Kripa Sindhu Biswas and intimate the Office accordingly.

Hence, the Complaint is treated as disposed of.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the Award of the Complaint and shall intimate the same compliance to the Ombudsman.

Dated at Kolkata, the 26th day of July, 2021.

SHRI P K RATH

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDERRULENO.16/17OFTHEINSURANCEOMBUDSMANRULES,2017)

Ombudsman Name: P.K.RATH

CASEOFCOMPLAINANT– MRS. MRINAL KANTI DAS

VS

RESPONDENT: L.I.C. OF INDIA, KSDO.

COMPLAINT REF: NO: KOL-L-029-2122-0082

AWARD NO:IO/KOL/A/LI/0263/2021-2022

1.	Name &Address of The Complainant :	MR. MRINAL KANTI DAS 19/48, K.B.SARANI, KOLKATA - 700080.																								
2.	Type Of Policy: Life / Health / General :LIFE. Policy Details:																									
	<table border="1"><thead><tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr></thead><tbody><tr><td>423647720</td><td>1,34,000/-</td><td>Fully pd up</td><td></td><td>28.12.2003</td><td>7899</td><td>99</td><td>15</td></tr><tr><td>423647719</td><td>1,34,000/-</td><td>Fully Pd up</td><td></td><td>28.12.2003</td><td>7899/-</td><td>99</td><td>15</td></tr></tbody></table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	423647720	1,34,000/-	Fully pd up		28.12.2003	7899	99	15	423647719	1,34,000/-	Fully Pd up		28.12.2003	7899/-	99	15	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term																			
423647720	1,34,000/-	Fully pd up		28.12.2003	7899	99	15																			
423647719	1,34,000/-	Fully Pd up		28.12.2003	7899/-	99	15																			
3.	Name of insured :	MR. MRINAL KANTI DAS																								
4.	Name of the insurer :	L.I.C.OF INDIA, KSDO																								
5.	Date of receipt of the Complaint	27-04-2021																								
6.	Nature of Complaint :																									
7.	Amount of Claim	0.00																								
8.	Date of Partial Settlement :																									
9.	Amount of relief sought :																									
10.	Complaint registered under Insurance Ombudsman Rules 2017	13 (1) (a)																								
11.	Date of hearing Place of hearing	09-07-2021 Kolkata																								
12.	Representation at the hearing																									
	a)For the Complainant :	MR. MRINAL KINTI DAS																								
	b)For the Insurer :	MR. GAUTAM BISHNU																								
13.	Complaint how disposed :	By conducting online hearing																								
14.	Date of Award :	14-JULY-2021																								

Brief Facts of the Case:

1. Complainant took two policies of Jeevan Aadhar for the benefit of his handicapped brother and paid all the premium under the policy.
2. He was in impression that on maturity 20% of the S.A. will be payable and rest amount will be utilised for payment of annuity to the handicapped nominee and so his brother will be receiving annuity. But finally came to k ow from the insurer that money will be payable to the handicapped nominee only after death of the life assured.

3. Being afraid that after his death his brother will not be able to furnish all the formalities to get annuity under the policies, he appealed for surrender value under the policies but regretted by the insurer as it is not permissible under the policies.

4. Now he is in doubt that after his death his brother will not be receiving annuity and very purpose of the policy will be lost.

5. As per SCN received from the insurer, they have clarified that Maturity Value, Surrender Value is not payable under the policy as per terms and conditions of the policies. They also submitted that the life assured during his life time can appoint one person/trusty who will act on behalf of the handicapped nominee and will receive money for the benefit of the handicapped nominee thus nominee will be receiving annuity smoothly and very purpose of the policy will be achieved.

Contention of the complainant:

The complainant took two policies of Jeevan Aadhar on 28.12.2003 for the benefit of his handicapped brother and paid all the premium under the policies. He was in impression that on maturity of the policy date 20% of S.A. will be payable and balance 80 % will be utilised for providing pension to the handicapped nominee. But finally came to know that no money is payable under the policies during the life time of the life assured and only pension will be provided to the handicapped nominee after the death of the life assured. Since after death of the life assured, the handicapped nominee will not be able to furnish all the necessary information to the insurer for releasing the annuity under the policies, he is in doubt whether the annuity ultimately will receive the handicapped nominee and so the policy money will be forfeited in favour of the insurance Company. Under this circumstances he appealed for Surrender Value under the policies but refused by the insurer as it is not permissible under the policy. Being puzzled appealed before this office for redress of the case.

Contention of the Respondent:

As per SCN received from the insurer, they have clarified that surrender value is not payable under the policy, as per terms and conditions of the policy. No Maturity value is payable as per terms and conditions of the policy and policy money will be payable in the form of an annuity to the handicapped nominee or to the any other person for the benefit of the handicapped dependent. So the life assured during his life time he can appoint a person/trusty who will act on behalf of the handicapped nominee and receive the money for the benefit of the handicapped nominee. Thus policy money will be reached smoothly to the handicapped nominee and very purpose of the policy will be achieved. In view of the above they urged for dismiss of the case.

Observation and conclusions:

Since the terms and conditions of the policy does not permit Surrender Value, Maturity Value under the policy and money is payable only after death of the life assured, no such request to be entertained as per terms and conditions of the policies. The life assured during his life may appoint a trust who will act on behalf of handicapped nominee and receive money for the benefit of handicapped nominee. So the very purpose can be achieved.

AWARD

Taking into account the facts and circumstances of the case, the submissions made by both the parties present during the course of hearing and after going through all the relevant documents on record, it is found that the Jeevan Aadhar Policy does not permit for payment of Surrender Value, Maturity Value or any interim payments during the life time of the life assured under the policies and money under the policies only payable after death of the life assured. In view of the above facts, I am of opinion that request for payment of Surrender Value should not be entertained in any case, as per terms and conditions of the policies.

Hence, the complaint is dismissed without any relief to the complainant.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata on 14th Day of July, 2021

P. K. RATH

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)

(UNDER RULENO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name: P.K.RATH

CASE OF COMPLAINANT– Tarapada Das

VS

RESPONDENT: Tata AIA Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-046-2122-0027

AWARD NO: IO/KOL/A/LI/0224/2021-2022

1.	Name &Address ofThe Complainant	Tarapada Das S/o - Shambhu Nath Das, Vill + PO - Alangiri, PS - Egra, Purba Medinipur - 721 420.							
2.	Type of Policy: Life Policy Details:								
		Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		U001961957		31.03.2009	31.03.2019	31.03.2009	90000	10/ yly	10
3.	Name of insured	Tarapada Das							
4.	Name of the insurer	Tata AIA Life Insurance Co. Ltd.							
5.	Date of receipt of the Complaint	13.04.2021							
6.	Nature of Complaint	Less payment of Maturity amount							
7.	Amount of Claim	112299.73							
8.	Date of Partial Settlement	NIL							
9.	Amount of relief sought	0.00							
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) - any partial or total repudiation of claims by an insurer							
11.	Date of hearing Place of hearing	08.07.2021 Kolkata							
12.	Representation at the hearing								
	c) For the Complainant	Tarapada Das							
	d) For the Insurer	Anupam Halder							
13.	Complaint how disposed	By conducting online hearing							

14. Date of Award	14.07.2021
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Brief Facts of the Case:

1. The complainant Mr. Tarapada Das purchased one policy, for which maturity was due on 31.03.2019.
2. Total top -up Sum Assured was Rs.450000.00.
3. All premiums were duly paid.
4. On 04.04.2019, three days after the date of maturity, Rs.233200.27 has been credited to the bank account of the complainant. The balance Rs.216799.73 has not been paid to him.
5. Regarding this dispute his elder son visited the office of the Insurer with the KYC documents, photo, bank a/c details of the complainant. There one employee instructed him to sign on some documents in the absence of the complainant.
6. After knowing this incidence, the complainant made one representation on 05.09.2020 to the Insurer stating that how without his signature and consent a new policy has been procured out of his fund and on the name of his son.
7. He requested for the cancellation of the policy on 05.09.2020.
8. On 18.01.2021 he lodged a complaint to the Grievance Redressal Officer and Sr. Vice President/ Legal, Company Secretary and Compliance, Tata AIA Life Ins. Co. Ltd. regarding non-payment of Rs.216799.73 as balance maturity value.
9. As per their communication dated 21.01.2021, the complainant submitted the required documents on 24.01.2021 and received RS.104500.00.
10. He claims that balance Rs.112299.73 has not been paid to him by the Insurance Company.
11. So, the complainant approached this office on 13.04.2021.

Contention of the complainant:

The complainant mentions that,

1. He wants the refund of less amount of maturity value paid Rs.112299.73 and interest thereon.

Contention of the Respondent:

The Insurance Company stated in their Self-Contained Note, that

1. Our official had made proper explanation in respect of the details about the terms and conditions and benefits and features and considerations of the aforesaid plan and the LA had submitted abovementioned Application Form only after having been duly convinced about the details of the plan.
2. The LA has confirmed that he had received/and read the Application provided by Insurance Company and had read and understood the same by putting his signature endorsing that he had been convinced about content and features of the policy plan that he has applied for.
3. The Insurance Company denies and disputes the contents and averments contained in the complaint of LA save and accept which are matter of record and beg to provide with details, explanation and assertion of facts herein after respect of the above referred policy and in reply to the each and every contentions mentioned in the different paragraphs of the complaint of the LA.
4. As per the record of Insurance Company, the Original Policy Document has been dispatched to Life Insured's address vide AWB Number EW365695530IN on 04.04.2009 through Speed Post.
5. The Insurance Company like to submit that they have not received any free look cancellation request from LA.
6. The Insurance Company further like to submit that the Policy No- U001961957 got matured on 31/03/2019 and complainant has submitted maturity fund transfer request on 25.03.2019 from old policy no-U001961957 to new policy no-C20613429.
7. As per complainant's request we have paid him a Maturity value of Rs. 2,33,200.27/- on 04/04/2019 at

his STATE BANK OF INDIA, A/C No 11854976830IFSC- SBIN0008207 vide UTR No-N094190793741242 and a new Policy(C206134291) was issued with remaining Rs.104500 /-.Policy was issued on 10.04.2019.

8. Details of New Policy are -

Policy No. - C206134291
Plan Name - Tata AIA Life Insurance Smart Income Plus
Premium Paying Term- 12
Premium - 1,00,000
Sum Assured - 11,00,000
Policy Status - Withdrawn

9. That the Insurance Company like to submit that policy was issued on the basis of application form, sales Illustration form and Pre-submission call placed on the aforesaid policies wherein Insured Mr. Sourav Das & Mr.Tarapada Das (proposer) have read the premium paying term and policy term of the policy including the Premium amount and have accepted and provided the confirmation towards issuance of the policy. However complainant requested for cancellation of Policy No.C206134291 and request for refund of premium.

10. That the Insurance Company out gesture and without admitting any of the liability has offered an option of policy cancellation and full refund of premium for C206134291

Policy No-C206134291

Cheque / NEFT Date - 03/02/2021

Bank details/IFSC/UTR-STATE BANK OF INDIA/ 11854976830, SBIN0008207 NO 34211394130378

Net amount - Rs. 1,04,500

11. That the Insurance Company understood that complaint filed this instant case for demand of Sum Assured amount of Rs. 4, 50,000/- for Policy No. U001961957. However as per Policy condition Insured will get Maturity benefit as per following condition.

12. Maturity Benefit — If the Insured is then alive on the Maturity Date, We will pay to you the higher of:
a) The Fund Value of this Policy at the applicable Unit Price as specified in the section “Cut-off time for determining the appropriate valuation date” under Fund Provisions OR.
b) The Guaranteed Maturity Unit Price multiplied by the number of Units of the Apex Return Lock-in Fund- II as on the Maturity Date.

13. The Insurance Company further submits Sum Assured is paid on Life Insured's Death. The details as

per Policy contract are given below:-

(2) Death Benefit — If the Insured dies while the Policy is in force and before the Maturity Date, We will pay to the Nominee the higher of:

- (i) The Sum Assured net of all Deductible Partial Withdrawals, if any, from the Fund Value, OR
- (ii) The Fund Value at the applicable Unit Price as specified in the section “Cut-off time for determining the appropriate valuation date” under Fund Provisions. Following receipt and approval of written notice and due proof of death by us.

Hence it is established that LA has not approached this forum in clean hands and LA failed to establish his case as miss-selling hence we were unable to accept the request of LA.

In view of the above-mentioned facts, we regret that we shall be unable to accede with the LA's request for policy cancellation.

Under the circumstances, the Insurance Company submits that the complaint is devoid of any substance and the claim made therein is unlawful, malafide and not made in accordance to the terms and condition of the said policy and law of land in vogue and it is prayed that the Hon'ble Insurance Ombudsman be pleased to dismiss the complaint.

Observation and conclusions:

1. Both the parties attended the on- line hearing on 08.07.2021 and reiterated the same arguments found in the case history and Self-Contained Note.
2. The representative of the Insurance Company mentioned that there may be lack of understanding of the complainant regarding the Maturity amount which is Rs.337400/- not Rs.450000/- which is the Death Sum Assured. The complainant has received Rs. 233200/- and Rs.104500/- as Maturity value.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the complainant approached this office with the complaint of less payment of Maturity value in a Unit Link policy.

It is found that the Maturity value payment has been made as per policy conditions. Full Fund value was calculated rightly up to the date of payment as per Unit Statement submitted.

As such, the Complainant failed to substantiate his allegation of short payment of Maturity value. Hence, the case is dismissed without providing any relief to the Complainant.

Thus, the Complaint is treated as disposed of.

Dated at Kolkata

SHRI P K RATH
INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0050/2021-2022

PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI

(UNDER RULE NO. 13 1(b) READ WITH RULE 14 OF

THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No. KOC-L-029-2122-0046

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI.

AWARD PASSED ON 08.07.2021

- 1. Name and Address of the complainant** : **Mr. Ibrahimkutty P A**
Paraprath Alinkeel House,
Vankulath Vayal, Azhikode P O,
Kannur - 670009
- 2. Policy Number** : **797218823**
- 3. Name of the Insured** : **Mr. Ibrahimkutty P A**
- 4. Name of the Insurer** : **LIC of India**
- 5. Date of receipt of Complaint** : **12.04.2021**

- 6. Nature of complaint : Shortfall in Maturity claim**
- 7. Amount of relief sought : --**
- 8. Date of hearing : 02.07.2021**
- 9. Parties present at the hearing**
- a) For the Complainant : Mr. Ibrahimkutty (online)**
- b) For the Insurer : Ms. Sapna C S (Online)**

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding shortfall in Maturity claim . The complainant, Mr. Ibrahimkutty P A is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he took an insurance policy for 10 years and paid a total premium of Rs121300. When the policy matured the total maturity amount was only Rs41602. While taking the policy the agent promised the maturity amount as Rs280000. He clarified the amount once again with the agent and he confirmed that the maturity amount has to be Rs280000. The complainant approached the grievance cell but was rejected hence requesting the forum directing the insurer to settle the claim.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the above policy bearing no. 797218823 taken by Sri. P.A. Ibrahimkutty is a Jeevan Saral policy where the Maturity Sum Assured and Death Sum Assured differs. It is a unique plan contains higher death cover with comparatively lesser premium, and offering liquidity and flexibility. In conventional plans, premium rates are given for 1000 Sum Assured for different entry ages and terms. Under Jeevan Saral plan, the customer has to first decide the amount of premium he wants to pay per year. Once the premium is chosen, the Sum Assured payable on death gets automatically determined, whatever be the age and policy term. In short death cover will be irrespective of age at entry and term, but Maturity Sum Assured will be on the basis of age at entry and term. In this policy taken by Sri. P.A. Ibrahimkutty , Maturity Sum Assured is Rs. 30590 and Death benefit Sum Assured is Rs. 250000. On maturity Rs. 30590+loyalty addition Rs. 11012 (@Rs.360 X 30590/1000) is to payable under the policy. In policy bond , Maturity Sum Assured Rs.30590 and Death benefit Sum Assured Rs. 250000 clearly and distinctly printed which was in the possession of

Sri. P.A. Ibrahimkutty. Though Our Branch intimated Sri. P.A. Ibrahimkutty about maturity claim payable well in advance, the requirements are not yet submitted by Sri. P.A. Ibrahimkutty to the Branch.

LA was granted insurance at age 60 years on the basis of his proposal and after undergoing prescribed Medical tests, and completed at Divisional Office. The policy covered risk for Rs.

250000 for LA from age of 60 for 10 years. On Maturity the amount payable is different from risk coverage and it was clearly printed in policy document, ie Rs. 30590. Now after insuring his life for 10 years for Rs. 250000 Death benefit Sum Assured, now raising complaint about Maturity amount is not proper and justifiable. Though policy lapsed for nonpayment of premium, LA revived policy with special medical reports by remitting dues Rs. 12130 on 02.06.2012 clearly pointed that he was well aware of the policy conditions and did not want to loose policy benefits and risk coverage. Whatever benefits actually eligible as per terms and conditions of the policy has been informed to the Life Assured at the inception of the policy itself and printed in policy bond. We have acted as per the policy conditions only.

As this is the fact the company prays before the honorable Insurance Ombudsman to set aside the complaint.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that the agent of the respondent company convinced him to take the policy with good returns and when the maturity intimation came he was shocked at the maturity quote and contacted the agent. Now the agent agrees that the maturity amount quoted is less and he was not aware of the terms of the policy while canvassing the policy. The complainant believed the agent and mighty company like LIC and took the policy. Now feels cheated and request at least for refund of the premiums remitted. The Respondent Insurer submitted the points mentioned in the averments and categorically mentioned that the complainant had a chance to review the conditions of the policy when he approached to renew the policy on 2.6.2012 and cannot just argue that he was not aware of the terms of the policy and requested the forum to uphold the companies' decision.

4. The complainant had a second chance to check the policy conditions while reviving the policy and all the details of the policy is clearly mentioned in the policy document. So claiming the refund of premiums paid is not in the scope of the contract. Considering the facts of the case the complaint is not tenable.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 08th day of July 2021.

Sd/-

(POONAM BODRA)

INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0051/2021-2022

PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI

(UNDER RULE NO. 13 1 (b) READ WITH RULE 14 OF

THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No. KOC-L-029-2122-0066

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI.

AWARD PASSED ON 08.07.2021

- 1. Name and Address of the complainant : Ms. Nimmy Baby
Valiaveetil Parlikkad PO
Wadakanchery - 680590**
- 2. Policy Number : 773744836**
- 3. Name of the Insured : Ms. Nimmy Baby**
- 4. Name of the Insurer : LIC of India**
- 5. Date of receipt of Complaint : 23.04.2021**
- 6. Nature of complaint : Short fall in Maturity claim**

7. Amount of relief sought : --

8. Date of hearing : 02.07.2021

9. Parties present at the hearing

a) For the Complainant : Ms. Nimmy Baby (online)

b) For the Insurer : Ms. P Ajitha (Online)

AWARD

This is a complaint filed under Rule 13 1 (b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding shortfall in maturity claim. The complainant, Ms. Nimmy Baby is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that she had an insurance policy. The complaint is about the terms in the policy bond. The money back amount if reinvested with the company the loyalty addition will not be payable. This was not mentioned in the policy bond. This is a breach of contract and request the forum directing the insurer to refund the loyalty additions.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the above Policy holder had taken a Jeevan Sneha Policy (T-128) on 28/11/2000. The term of the policy is 20 years. Sum Assured under the policy is Rs. 3,00,000. This is a Money back policy wherein the Survival Benefit of 20% , 20%,20% and40% Sum assured is payable at the end of 5 years, 10years , 15 years and 20years respectively. Besides this on Maturity Guaranteed Additions at Rs. 70/- per 1000 Sum Assured is payable at the end of each Policy Anniversary ie GA payable at Rs. Sum Assured is payable at the end of each Policy Anniversary ie GA payable at Rs. Sum Assured is payable at the end of each Policy Anniversary ie GA payable at Rs. 70/- per 1000 SA for 20 years. If the policy is in force on the Date of Maturity , then depending on the Corporation's experience the policy may be eligible for payment of a Loyalty Addition at such rate and on such terms as may be declared by the Corporation.

As per the special feature of the Plan Jeevan Sneha, the Life assured may defer to take Survival Benefit on the due date of Survival benefit and have encashment of *Survival Benefit as and when needed*. If Policy holder exercises the option for deferment of SB claim, Corporation will pay interest on SB amount at 11% p.a compounding yearly for complete number of months. Loyalty Addition of Rs 90/- Per Rs 1000 Sum Assured has been declared in this plan based on valuation but it is clearly mentioned in the circular Actuarial/Valuation/2249/4 dated 17.09.2020 that Loyalty addition is payable only to those policyholders who have not any time opted for deferment of survival benefit.

Policy holder has opted for deferment of SB dues 11/005,11/2010 and 11/2015 and as such we have settled the amount of SB of Rs.60,000 for each due as follows.

Due SB Amount Amount settled Interest earned Date settled

11/2005 60000 2,87,075 2,27,075 01/12/2020

11/2010 60000 1,70,365 1,10,365 01/12/2020

11/2015 60000 1,01,103 41,103 30/11/2020.

The maturity claim settled apart from this payment is given below.

40% of Sum Assured 120000

Guaranteed addition 420000

Total 540000

Total amount premium paid is Rs 431700 and the return is Rs 1098543.00 The Policy holder has complained that she has not received the Loyalty Additions. Unlike the Guaranteed Additions, Loyalty Additions are not assured in this Plan. It has been clearly printed on the policy Bond that Loyalty Additions will be declared based on its experience with regard to Mortality, Interest rate and expenses of its Life Insurance business. Loyalty addition is being declared every year based on results of valuation and even though Loyalty addition has been declared in this plan, the policy is not eligible for Loyalty addition as life assured has opted for deferment of survival benefit .

If reinvestment had not been opted, amount that would have been paid by way of Loyalty Addition is Rs 30000/-

Hence the payment of Maturity claim is in accordance with the Policy conditions.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that his loyalty addition due on the policy was not paid and further mentioned that nowhere in the policy document it was mentioned that if survival benefit is re invested the loyalty amount is not payable so requested the forum directing the Insurer to pay the loyalty addition due on her policy. The Respondent Insurer submitted the points mentioned in the averments and to forum's clarification about the Loyalty addition, it was confirmed that Loyalty addition was declared on this Plan but not paid for this policy.

4. The Life assured may defer to take Survival Benefit on the due date of Survival benefit and can encash the *Survival Benefit as and when needed IS CLEAR on the policy document but is silent about* , Loyalty addition is payable only to those policyholders who have not any time opted for deferment of survival benefit. The respondent Insurer has erred in not printing the information in the document or informed the policy holder during the term of the policy. Therefore, the Respondent insurer is directed to settle further amount of Rs30000 due on the policy.

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs30000, within the period mentioned hereunder. No cost.

As prescribed in Rule 17(6) of Insurance Ombudsman Rules, 2017, the Insurer shall comply with the award within 30 days of receipt of the award and intimate compliance of the same to the Ombudsman.

Dated this the 8th day of July 2021.

(POONAM BODRA)

INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0056/2021-2022

PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI

(UNDER RULE NO. 13 1 (b) READ WITH RULE 14 OF

THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No. KOC-L-032-2122-0057

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI.

AWARD PASSED ON 08.07.2021

1. Name and Address of the complainant : Mr. Radhagopi M

**Kripa Kathirur Thalassery Kannur -
670642**

2. **Policy Number** : **772410833**
3. **Name of the Insured** : **Mr. Radhagopi M**
4. **Name of the Insurer** : **Max Life insurance Co. Ltd.**
5. **Date of receipt of Complaint** : **12.04.2021**
6. **Nature of complaint** : **Shortfall in Maturity value**
7. **Amount of relief sought** : **--**
8. **Date of hearing** : **02.07.2021**
9. **Parties present at the hearing**
- a) **For the Complainant** : **Mrs. Radhagopi (Online)**
- b) **For the Insurer** : **Mr. Akash Singh (Online)**

AWARD

This is a complaint filed under Rule 13 1 (b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding shortfall in Maturity value. The complainant, Mr. Radhagopi M is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that she had an insurance policy with the respondent company and paid Rs275000 as premium. But when the policy matured the amount paid is only Rs282000. The amount expected as maturity is more and hence request the forum to sanction the maximum eligible amount.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that The above Policies were issued on the basis of an application for insurance, from the complainant. The Policy was issued on the basis of a duly signed proposal form (Annexure- "A") submitted by the policy holder and he/he was issued with a Policy bond (Annexure- "B").

The company further state that the complainant was given 15 days freelook period to raise concerns in relation to features and terms and conditions of the policy however complainant did not raise any concerns regarding the policy features and the terms and condition of said policy within the said period of 15 days. Since complainant never exercised the Freelook cancellation option, it demonstrates that complainant was fully satisfied and agreed to the terms and conditions of the policies in question. From the fact that customer not approaching us within the free look period it is evident that the complainant with malafide intent to wriggle out of the contract of insurance has devised this false story to create an impression that he was missold the policy and to impute the blame of deficiency of service, however, this false story put forth by the complainant get rebutted at the threshold as he has signed the proposal form, printed illustrations. Since proposal form and illustrations were duly signed by complainant, therefore there is no scope of ambiguity.

The complainant suddenly in March 2021 raised concerns about the payment of the maturity value and features of the policy. The reply of the same was sent on 18-March-2021. The Guaranteed loyalty additions letter along with the fund value details was shared with the customer on 16-Feb-2021. The response letter along with GLA letter is attached as (Annexure-“C”).

The complainant has been paid the maturity value of Rs. 2,82,417.75 along with the loyalty additions as per policy t&c. The relevant policy term is as below:-

“8.4 Maturity Benefit:

If the life insured is living on the maturity date and the policy is in force, the following benefits would be paid:-

- a) an amount equal to the Policyholder's Account value prevailing on the maturity date will be paid on maturity.
- b) Loyalty Additions The Company will credit the Policyholder's Account with "loyalty additions" equal to 10% of one Annual Premium amount on each of the last 5 Policy anniversaries, provided the respective Annual Premium due has been paid within the grace period. For sake of clarity, no loyalty addition will be credited in respect of the Policy Year for which the Annual Premium or modal premium as the case may be was not paid within the grace period.”

The maturity payment is more than as per the illustrations signed by the complainant IS ALSO ENCLOSED for the forum submission.

Thus it is correct to say that the complainant is well aware of the policy terms and conditions and no misseling has been done. That the complainant is not entitled to claim any refund as the Insurance Company has run the risk of the complainant’s life and invested the money so received as premium. Now at this stage as per Law of Estoppel, complainant is estopped from denying the fact of taking the policy as per terms agreed and finalized.

Thus, the allegations made by the complainant in his present complaint are denied as being false and incorrect and it is respectfully prayed that the complaint of the complainant is devoid of any merits;

therefore, the Hon'ble Insurance Ombudsman be pleased to dismiss the present complaint of the complainant.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that the total premiums paid are Rs275000 and was expecting minimum 3.5 lakh as maturity amount. After waiting for 11 years the amount given as maturity amount is extremely low and requested for a reasonable increase in final payment .The Respondent Insurer submitted that the amount payable on maturity was given to the complainant as an illustration at the inception of the policy and a signed copy by the complainant of the illustration was submitted to the forum. Thus it is correct to say that the complainant is well aware of the policy terms and conditions and no misseling has been done. That the complainant is not entitled to claim any refund as the Insurance Company has run the risk of the complainant's life and invested the money so received as premium.

4. It is clear that the complainant had taken the policy after fully understanding the terms and conditions of the policy. The *company and* the complainant are bound by the terms and conditions of the policy which is the basis of contract. When considering the merits of the case, Forum finds the prayer of the complaint for additional amount cannot be granted as per the terms and rules of the insurance law hence the complaint stands dismissed.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 8th day of July 2021.

(POONAM BODRA)

INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0058/2021-2022

PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI

(UNDER RULE NO. 13 1(b) READ WITH RULE 14 OF

THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No. KOC-L-029-2122-0080

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI

AWARD PASSED ON 28.07.2021

- 1. Name and Address of the complainant : Ms. Sobhana R Varma,
B.1107 Satellite Township
Kakkanad West P.O Cochin**

2. **Policy Number** : **772169780**
3. **Name of the Insured** : **Ms. Sobhana R Varma**
4. **Name of the Insurer** : **LIC of India**
5. **Date of receipt of Complaint** : **09.06.2021**
6. **Nature of complaint** : **Shortfall in maturity claim - Jeevan Saral**
7. **Amount of relief sought** : **--**
8. **Date of hearing** : **22.07.2021**
9. **Parties present at the hearing**
- c) **For the Complainant** : **Consent Given**
- d) **For the Insurer** : **Ms. Yamuna K Babu (online)**

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Shortfall in maturity claim - Jeevan Saral. The complainant, Ms. Sobhana R Varma is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that she had taken an insurance policy from the respondent insurer in 2011 for 10 years and was remitting Rs817 monthly premium.Total premiums remitted is Rs98040.The policy matured in March 2021 and the maturity amount deposited in her account is only Rs84799.The compliant has various policy with the same insurer but this particular policy Jeevan Saral the maturity amount is less than the premium remitted. Complainant approached the grievance cell but the request for refund of the

premiums was rejected .So requesting the forum directing the respondent insurer to refund the difference in settlement.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that under normal plans of the Corporation, premium is usually fixed on the basis of age of the proposer, term and the chosen sum assured. For the same sum assured and term , maturity benefit will usually be same irrespective of premia paid. However, in the case of Jeevan Saral Policy , the proposer can decide the amount of premium and the sum assured payable on death is determined on the basis of premium so chosen, irrespective of the age and term. This will be the Death Benefit Sum Assured under the policy. Death Benefit Sum Assured will be 250 times of basic monthly premium and will be the same for all ages for a chosen premium. .

Under Jeevan Saral plan , policy holders with higher ages will enjoy more death cover for a given premium compared to other conventional plans with reduced Maturity Benefit due to high risk involved at higher age.

However, if two persons aged 20 and 52 are purchasing Jeevan Saral policy by paying the same premium , they enjoy the same Death benefit sum assured, the maturity amount will be much lesser for the person aged 52 since risk element is substantially high on account of advanced age.

We furnish below detailed calculation of Death Benefit Sum assured and Maturity Sum Assured under the policy Monthly premium under the policy is Rs 817/-, which includes Double Accident benefit (DAB) premium of Rs 17.00 (Rs 200/12). The mode was later converted to Qly with premium of Rs2,450/-. In the instant case, the policy holder had opted to pay basic monthly premium of Rs 800/- and hence Death Benefit Sum Assured is Rs 800 x 250 = Rs.2,00,000/-.

Total premium received from the policyholder for the policy is Rs.96,000/- excluding DAB

premium and total premium received including DAB premium is Rs 98,040/-

The Maturity Benefit is calculated as follows.

Maturity SA per Rs 100/- basic monthly premium for age 52 and term 10 years is Rs 7,794 /-. In the instant case, for basic monthly premium is 800/-, the Maturity Sum Assured is Rs 62,352/-- (Rs 7794 x 8), which is clearly printed on the policy bond. The policy is also eligible for loyalty addition @ Rs 360/- for every Rs 1000 maturity sum assured, which works out to Rs22,447/- (ie Rs 360 x 62.352).

Thus the total gross maturity benefit under the policy is Rs 84,799/- (Rs 62,352/- + Rs 22,447/-), and claim was rightly settled for this gross amount. The amount paid is in full conformity with the terms and conditions of the contract of assurance and also the applicable rate of Loyalty addition. The Maturity Sum Assured, Death Benefit Sum Assured, and Accident benefit Sum Assured are clearly and specifically printed on the policy bond as Rs 62,352/-,Rs.2,00,000/- & Rs.200,000/-respectively. There is no ambiguity in this regard.

For basic monthly premium of Rs 800/-, we have offered the following benefits to the complainant, for a period of 10 years.

1. Life Cover of Rs 2,00,000/- + Loyalty Addition (if any) + Return of premium- (Death benefit offered under the policy)
2. Accident Benefit Coverage of Rs 2,00,000/-
3. Disability Benefit coverage of Rs 2,00,000/-, by which the amount would be paid in monthly instalments spread over 10 years in case of claim. Further, in case of death claim before the expiry of the said period of 10 years, the disability instalments which have not fallen due will be paid along with the claim.
4. A provision for partial surrender of policy and continuance with reduced coverage.
5. Provision for Special surrender value
6. Maturity Sum Assured of Rs 62,352/- + Loyalty Addition at the applicable rate of Rs 22,447/- totalling Rs 84,799/- for the policy.

After enjoying unfettered insurance coverage for a term of 10 years, the complainant has approached the Learned Ombudsman with a dispute on the quantum of the 6th benefit stated above.

The terms and conditions of the contract are crystal clear. The complainant has chosen to absolutely accept the same without any protest, and her claim for return of premium, bonus etc is not sustained by any policy condition or otherwise, and the same has apparently been made on experimental basis.

As regards allegations against the Agent , Corporation is not aware as to what transpired between the agent and the complainant, and hence the complainant is put to strict proof thereof.

Further, there cannot be any vicarious liability on the Corporation for the alleged acts of the Agents as there is express statutory provision in the form of Rule 8 (4) of LIC of India (Agents) Rules 1972 and Regulation 8 (2) of LIC of India (Agents) Regulations 2017.

The subject policy cannot be compared with other investments which do not offer any insurance coverage. It is not imperative that the amount paid as premium should be returned on Maturity, as the insurer has to essentially provide for expenses , claim etc, Term Insurance plans allowed by Insurer are examples. The terms and conditions of the contract cannot be sought to be rewritten at the sweet will of the complainant.

Primary purpose of taking out an insurance policy is life insurance coverage. In case savings is the sole purpose of investment, multitude of options are available elsewhere to avail products exclusively for such purpose, and returns from life insurance policies cannot be compared with such schemes or products, after availing substantial insurance coverage at higher ages and allied benefits, as coverage does not come free of cost. The complainant cannot conveniently choose to ignore the benefits she enjoyed under the policy.

It is most respectfully submitted that premia and plan benefits were determined by the Corporation on the basis of sound actuarial principles, which were filed, and approved by the IRDAI.

It is pertinent to note that the Additional District Consumer Disputes Redressal Forum, Shantinagar, Bangalore, has by order dated 7.11.2017 in Complaint no: .273/2016, on the same issue, held that the complaint was filed by misconstruing the terms and conditions of the scheme of insurance, and that the complainant failed to prove deficiency in service.

It is settled law that Courts and Tribunals cannot rewrite a contract or create a new agreement. Apex Court has, in LIC Of India Vs S.Sindhu (2006) 5 SCC 258, held that Courts/Tribunals cannot direct insurer to make payments contrary to the terms of the contract.

The company settled the Maturity Benefit in full conformity with the terms and conditions of the policy, and hence it is prayed that the complaint may be dismissed.

2. I heard the Complainant and the Respondent Insurer. The Complainant was absent for the hearing but gave a consent to take a decision on the merit of the case by the honorable ombudsman. She also submitted that she was cheated by the respondent company and her ignorance about life insurance policy was exploited so requested for justice.

3. The Respondent Insurer submitted the points mentioned in the averments.

4. It is clear that there was a mis sale and any person of reasonable prudence would agree to pay Rs98040 for a maturity sum assured of Rs 62352. The complainant believed the rosy picture of the agent and was regularly paying the premium under the presumption that she will receive certain good returns on maturity. Its fair for a person aged 70 to expect reasonable returns on the invested money. At this age one cannot expect to earn for the living and expecting returns from the invested money is justified. Considering the facts and circumstances as a special case forum directs the insurer to refund Rs11200.

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs.11200 , within the period mentioned hereunder. No cost.

As prescribed in Rule 17(6) of Insurance Ombudsman Rules, 2017, the Insurer shall comply with the award within 30 days of receipt of the award and intimate compliance of the same to the Ombudsman.

Dated this the 28th day of July 2021

Sd/-

(POONAM BODRA)

INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0059/2021-2022

**PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 1(b) READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-029-2122-0077

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI

AWARD PASSED ON 30.07.2021

- 1. Name and Address of the complainant : Ms. Thankamma TA,
Das Vilasam Nooranad PO
ULAVUKKADA ALAPUZHA**
- 2. Policy Number : 395338343**
- 3. Name of the Insured : Ms. Thankamma TA**
- 4. Name of the Insurer : LIC of India**
- 5. Date of receipt of Complaint : 26.04.2021**
- 6. Nature of complaint : Shortfall in maturity claim - Jeevan Saral**
- 7. Amount of relief sought : --**

8. **Date of hearing** : **22.07.2021**
9. **Parties present at the hearing**
- e) **For the Complainant** : **Absent**
- f) **For the Insurer** : **Mr. Shani Mathew (Online)**

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Shortfall in maturity claim - Jeevan Saral. The complainant, Ms. Thankamma TA is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that she had a insurance policy Jeevan saral with the respondent insurer and all the documents is surrendered to the company. The complaint is dispute on the maturity amount. The complainant was remitting premium Rs4900 and total amount payed is Rs49000.The maturity amount given is Rs20644 so the complaint approached the grievance cell but her complaint was dismissed so seeking justice from the forum.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that LIC of India has issued a policy bearing no.395338343 on the life of Smt. Thankamma T A under Jeevan Saral plan (plan 165) for a Death Benefit Sum Assured of Rs.10,0,000/- with Date of Commencement of risk 12.03.2011 and term 10 years & maturity date 12.03.2021. The LA had paid all the premiums due under the policy without any default.

The policy under question is a Jeevan Saral policy, for which Death Benefit Sum Assured and Maturity Sum Assured are distinctly defined. Death Benefit Sum Assured is payable only on death of the policy holder during the term of the policy, while Maturity Sum Assured is payable on the date of maturity. Maturity sum assured is printed on the policy bond.

Jeevan Saral policy was introduced to cover high death benefit at low premium irrespective of age at entry and term .But the Maturity Sum Assured will be different and dependant on the entry ages and term of the policy..The Matutrity Sum Assured has been computed by our actuaries based on several factors like Mortality ,expenses etc and hence it decreases with increase in age at entry. The maturity value is less than the premium paid in respect of Jeevan Saral Policy, in case the policy is taken at higher ages.

The policy holder is eligible for Maturity Sum Assured of Rs.15,884/- and Loyalty Addition of Rs.4,765/- on the date of Maturity-12.03.2021 (total Rs.20,649/-).The complainant is not eligible for any of the reliefs claimed.

Life Insurance Corporation is a public limited undertaking constituted as per statute to render policies for the welfare of the citizens, and is only the custodian of public funds. Payment of amounts higher than that envisaged by the policy conditions will be a drain on the public fund and no one is authorized to make any payment which are not in conformity with the rules and guidelines issued by the corporation.

ADDITIONAL POINTS.

Benefits of Jeevan Saral Policy

1. Benefit on Death – Death Sum Assured + Refund of premiums excluding extra premium and first year premium + Loyalty Addition,if any. Death Benefit Sum Assured is 250 times monthly basic premium.
2. Benefits on Maturity-Maturity Sum Assured + Loyalty Addition,if any
3. Auto cover- If at least 3 full years' premiums have been paid under the policy , Insurance Cover for the Death Sum Assured will continue for 12 months, even if subsequent premiums are not paid.
4. Partial Surrender –The plan will allow partial surrender from the 4 th year onwards ,subject to certain conditions.
5. Loan – Loan is available under the policy after payment of premium for 3 years. LIC offers a wide range of products catering to different needs of all customer segments. For Life Insurance policies, Sum Assured will not be equal to the total premiums paid. For Term Assurance policies in which risk cover is more and savings element is negligible, total premiums paid will be much lower than the Sum Assured. For Endowment type of policies where savings element is also important, total premiums can be more than the Sum Assured depending on the age at entry of the Life Assured. For policies where additional benefits/features are included, premiums will be much more than Sum Assured.

The cited policy was taken by the complainant at age 59 and it offers Death Sum Assured for Rs.1,00,000/- while the total premiums paid is only Rs. 49000/-.(including Accident Benefit Premium)

3. I heard the Complainant and the Respondent Insurer. The Complainant was not present for the hearing. Hearing intimation was given to the address mentioned in the complaint letter. Tried to contact on a phone number which was given by the respondent insurer but phone that number was out of order. The Respondent Insurer submitted the points mentioned in the averments and confirmed that Maturity sum assured plus Loyalty addition Rs20649 was paid on12.3.2021.

4. It is clear that there was a mis sale and any person of reasonable prudence would agree to pay Rs49000 for a maturity sum assured of Rs 15884. Its fair for a person aged 70 to expect reasonable returns on the invested money. At this age one cannot expect to earn for the living and expecting returns from the invested money is justified. Considering the facts and circumstances as a special case forum directs the insurer to refund the total basic premiums paid Rs48000 less maturity proceeds if any paid.

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs.27351 , within the period mentioned hereunder. No cost.

As prescribed in Rule 17(6) of Insurance Ombudsman Rules, 2017, the Insurer shall comply with the award within 30 days of receipt of the award and intimate compliance of the same to the Ombudsman.

Dated this the 30th day of July 2021

Sd/-

(POONAM BODRA)

INSURANCE OMBUDSMAN